

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE**

GREG ROSS,

Plaintiff,

v.

STATE FARM FIRE AND CASUALTY,
COMPANY,

Defendant.

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) No. _____
) Judge _____
) Magistrate Judge _____
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NOTICE OF REMOVAL

TO THE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE, NASHVILLE DIVISION:

Defendant State Farm Fire and Casualty Company ("State Farm"), pursuant to 28 U.S.C. §1446(b), respectfully shows the Court:

1. On November 18, 2009, State Farm, through the Department of Commerce and Insurance, was served with a summons and complaint, in an action entitled *Greg Ross v. State Farm Fire and Casualty Company*, instituted November 12, 2009, in the Chancery Court for Williamson County, Tennessee. A true and accurate copy of the summons and complaint is attached as Exhibit 1.

2. The case stated by the complaint served upon State Farm is removable to this Court pursuant to 28 U.S.C. §1441 in that Plaintiff, at the time this action was commenced, was and still is a resident of Franklin, Williamson County, Tennessee. State Farm, at the time this action was commenced, was and still is an insurance company organized under the laws of the State of Illinois with its principal place of business in Bloomington, Illinois.

3. The above-described action is a civil action of which this Court has original jurisdiction under the provisions of 28 U.S.C. §1332 and is one which may be removed to this

Court by State Farm pursuant to the provisions of 28 U.S.C. §1441, in that complete diversity of citizenship exists between the parties. In addition, Plaintiff is seeking compensatory damages for State Farm's alleged breach of an insurance contract on the grounds that State Farm interfered with the appraisal process of the damage to his home, and the appraisal award of \$32,095.19 by the umpire is "grossly inadequate." The appraiser chosen by Plaintiff has opined that the cost to repair Plaintiff's home is approximately \$99,819, and Plaintiff also seeks treble damages and attorney's fees pursuant to the Tennessee Consumer Protection Act (Tenn. Code Ann. §47-18-101 *et seq.*), so that the matter in controversy exceeds, exclusive of interest and costs, the sum of \$75,000. Therefore, this Court has original jurisdiction over this action.

WHEREFORE, State Farm gives notice that the above action now pending against it in the Chancery Court for Williamson County, Tennessee, has been removed therefrom to this Court.

DATED this 18th day of December, 2009.

Respectfully submitted,

BAKER, DONELSON, BEARMAN, CALDWELL
& BERKOWITZ, P.C.

By: Brigid M. Carpenter
Brigid M. Carpenter
B.P.R. No. 18134
Sonya Smith
B.P.R. No. 23898

Baker Donelson Center
211 Commerce Street, Suite 800
Nashville, Tennessee 37201
(615) 726-5600
(615) 744-7341 (facsimile)
bcarpenter@bakerdonelson.com


Attorneys for Defendant State Farm Fire and Casualty
Company

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the foregoing Notice of Removal has been served upon the following counsel for the parties in interest herein by first-class U.S. mail, postage pre-paid:

W. Gary Blackburn, Esq.
BLACKBURN & McCUNE, PLLC
101 Lea Avenue
Nashville, Tennessee 37210

this 18th day of December 2009.



Brigid M. Carpenter